

This Beta Trial and Confidentiality Agreement (the “Agreement”), is effective as of today (“Effective Date”) and is entered into by and between Empowerment Technology Inc., with offices at 2-590 York Rd, Niagara-On-The-Lake Ontario L0S 1J0 (“Empowerment Technologies Incorporated, known as ETI”), and You, an individual, serving as a beta trial participant (“You” or “Reviewer”), and relates to Your access to and use of one or more yet to be released Defender Sentinel Security System, or software identified in the beta trial sign-up, any and all content in and related to the Defender Sentinel Security System, related Software and related Services (collectively, the “Beta Trial”).

As used in this Agreement the phrase “the Beta Trial” refers to each such Beta Trial individually and all such Beta Trials collectively. Unless ETI requires You to agree to a different agreement at the time You register or sign up to be a beta participant, this Agreement will apply to all Beta Trials with ETI.

Your participation in and confidential access to the Beta Trial are subject to the ETI Terms of Service, this includes, but is not limited to not disclosing any aspect of the Beta trial to any individual or on any private or public forums or social media channels.

By agreeing to this Agreement and participating in the Beta Trial, You agree to comply with the terms of this Agreement.

This Agreement is a “Beta Trial and Confidentiality Agreement” as referenced in the Rules of Engagement and this Agreement is incorporated into, and this Agreement forms a part of, the Rules of Engagement as if the terms and conditions in this Agreement were included in the Rules of Engagement on the date You agreed to the Terms of Service. This Agreement is not a separate, independent agreement between You and ETI.

ETI may amend or modify this Agreement at any time in its sole discretion by communicating to You by email. When ETI makes changes to any component of this Agreement, the effective date of such change shall also be posted. ETI will also send you a e-document to receive Your acceptance to the revised Agreement. If You do not agree to the revised Agreement, You will not be able to continue participating in the Beta Trial and You should email ETI immediately at beta@etinc.ca to discuss immediate termination of your Beta Trial participation.

By participating in the Beta Trial or using any of the Services that are related to or connected with the Beta Trial, You affirm that You have read and agree to comply with the Rules of Engagement.

Participants who fail to complete online surveys within the required time frame will be required to return the system. Units that are not returned will result in all online access being discontinued, this includes App access to the system.

1. Beta Trial Services

ETI reserves the right to request all beta testers to download a new firmware in order to continue Your participation in the Beta Trial and the terms above regarding modifications and amendment to this Agreement will apply to such new versions of this Agreement.

2. Representations of Reviewer

By agreeing to this Agreement, You represent and warrant to ETI that (i) You have read this Agreement and the Rules of Engagement prior to accepting this Agreement and are fully familiar with the terms and conditions; and (ii) You have not, and will not in the future, enter into any agreement or understanding, whether written or oral, with any third party that impedes or conflicts with the performance of Your obligations set forth in this Agreement. If You do not so agree to the terms and conditions in this Agreement or if You cannot make such representations, You will not be permitted to participate in the Beta Trial.

3. Your Role

In connection with the Beta Trial, and as further discussed in Section 4, below, You will provide feedback to ETI from the perspective of an end user consumer concerning the features or related elements of the Defender Sentinel Security System. You agree to perform such tasks as ETI shall direct related to the Beta Trial in a timely manner as requested by ETI. Surveys and over the phone feedback will begin on April 8th, 2024 and end on July 12th, 2024. You acknowledge the reliance of ETI on Your honest, good faith, and unbiased commentary, suggestions, and evaluations of the Defender Sentinel Security System during the Beta Trial. You represent and agree that You will act at all times with the highest ethical standards in connection with Your participation in the Beta Trial.

- You must complete all surveys on time, necessary firmware updates, and any requested follow-up calls with our Research and Development Team and Customer Experience Expert Team
- Once the beta trial is completed, an honest product review must be left on our website. We will send you the link to complete this!
- Agree to the terms within the “Beta Trial and Confidentiality Agreement”

While it is our hope the beta trial will be successful and you will keep your unit provided during the beta testing and receive a 50% refund, if requested, you must return your unit to ETI and you will receive a full refund.

You agree that You are acting as an independent contractor. Nothing contained in this Agreement shall in any way constitute or establish an intention of any employment relationship, association, partnership, or joint venture between the parties hereto. Neither party shall have the right, power, or authority to make any representation or warranty on behalf of, or to assume or create any obligation, whether express or implied, binding on, the other party in any manner whatsoever.

4. Feedback

You acknowledge that ETI may request from You and You may provide to ETI, suggestions, feedback, commentary, ideas, concepts, inventions, characters, plots, titles, designs, art work, programs, programming techniques, or other statements (collectively, "Feedback") concerning the Defender Sentinel Security System or other Confidential Information. You acknowledge that all Feedback, expressly including but not limited to any and all patent, copyright, trademark, trade secret and other intellectual property rights related to the Feedback, is original, voluntary and automatically shall become the property of ETI and its designees. You acknowledge and agree that ETI shall be free to disclose and use Your Feedback as ETI sees fit without any obligation of any kind to You. You hereby assign and agree to assign ETI all rights, title, and interest in and to, and hereby waive and agree not to exercise any "moral rights" to, all Feedback provided to ETI that relate to the Beta Trial (including the Defender Sentinel Security System and Confidential Information). To the extent that ETI cannot claim exclusive ownership rights in all Feedback by operation of law or pursuant to the assignment noted above, and to the fullest extent permitted by law You hereby expressly grant to ETI and its licensors, licensees and designees a perpetual, irrevocable, worldwide, paid-up, non-exclusive, royalty-free, transferrable, sublicensable right and license to exercise all rights of any kind or nature associated with such Feedback in all formats and medium, whether existing now or in the future, and You agree not to assert or enforce any moral or similar rights You may have which may now or may hereafter be recognized, and all ancillary and subsidiary rights, in any languages and media now known or not currently known. You hereby constitute and appoint ETI as Your attorney-in-fact for the purpose of executing such documentation. The rights of ETI pursuant to this subparagraph constitute a power coupled with an interest, with rights of substitution and delegation, and are irrevocable. All Feedback will be the Confidential Information of ETI. This paragraph will survive the termination of this Agreement.

5. Nondisclosure of Confidential Information

You acknowledge that ETI, through the investment of significant time, effort, and expense has created the Defender Sentinel Security System and the related confidential information and that ETI is providing You confidential and/or proprietary trade information, intellectual property, business information or materials as part of the Beta Trial and that ETI wishes to maintain the confidentiality of its Confidential Information. As a material inducement to ETI to enter into this Agreement and to permit You access to participate in the Beta Trial, You hereby expressly represent and agree that You will not disclose, nor make any use of, or benefit from, directly or indirectly, the Confidential Information of ETI. This Section 5 and the terms below in this Section 5 will survive the termination of this Agreement.

(a) "Confidential Information" as used in this Agreement shall mean any and all information or material, of every kind and form, in electronic or tangible form, relating to the Beta Trial, the Defender Sentinel Security System or any other ETI products and services which are made available to You by ETI under this Agreement, whether or not designated as Confidential Information by ETI. Confidential Information includes, but is not limited to, all Feedback and all other information relating to the Beta Trial, Your selection as a Beta Trial participant, the Defender Sentinel Security System (including but not limited to information and ideas relating to the 4K Pro security camera, software, software code, designs, graphics, artwork, emails, screenshots, marketing emails, marketing and promotional plans, current, future or proposed

products or services of ETI, written or printed documents, announcements or pre-releases, product samples, artwork, graphics, promotional and/or marketing items), the Beta forums and other private ETI forums, business and/or trade secrets, testing protocols, processes, and standards relating to the Defender Sentinel Security System and/or associated products or services of ETI.

(b) For the purposes of this Agreement, the term Confidential Information does not include information or material ETI discloses to You that You can demonstrate by written record (i) was known to You and in Your possession, without restriction as to use or disclosure prior to the disclosure by ETI; or (ii) is obtained, without restriction as to use or disclosure, from a source lawfully in possession of the information and having the right to disclose it without an obligation of confidentiality; or (iii) is independently developed by You (excluding Feedback) without use or knowledge of ETI's Confidential Information; or (iv) has been made publicly available by ETI.

(c) You agree to hold in strictest confidence and not to disclose or reveal to any person or entity Confidential Information without the express prior written consent of a duly authorized representative of ETI. In particular, You must not discuss the Beta Trial with anyone associated with a competing Defender Sentinel Security System, any security camera developers, any news or information services (whether television, magazine, online, newspaper or otherwise), or review, report, monitor footage, online blog, or in any online forum or chat room, other than the official Beta Forum or specifically designated private ETI forum. Except as expressly authorized by ETI, You additionally agree not to use any of the Confidential Information for any purpose whatsoever or to disclose any of the Confidential Information at any time to any third party by direct or indirect means. Without limiting the generality of the foregoing, You agree that any reports or announcements concerning Confidential Information which are not made or authorized by ETI, and which appear prior to ETI's official disclosure of such Confidential Information, shall not release You from Your obligations hereunder with respect to such Confidential Information. It shall be Your duty to secure the authorization of ETI in the event of any reasonable doubt on Your part regarding the status of disclosed Confidential Information.

(d) You shall not copy, alter, modify, disassemble, reverse engineer, or decompile the Defender Sentinel Security System, Confidential Information, or any materials received during the Beta Trial or otherwise attempt to derive source code from the Defender Sentinel Security System without the prior written consent of ETI.

(e) Nothing contained in this Agreement shall be construed to create any obligation on the part of ETI to disclose any Confidential Information to You. ETI reserves the right to suspend, restrict, or cancel the Beta Trial, and/or may terminate Your participation in the Beta Trial at ETI sole and absolute discretion.

6. Limited License to Use

Subject to Your compliance with all of the terms and conditions in this Agreement and the Rules of Engagement, ETI grants to You, for Your personal and private use only, a nonexclusive, revocable, ETI Defender Sentinel Security System and firmware solely in connection with Your

participation in the Beta Trial. Upon the completion of the Beta Trial, if directed by ETI, you agree to uninstall or upgrade any firmware.

You agree that all intellectual property associated with or relating to the Beta Trial, the Defender Sentinel Security System, software, techniques, know-how, processes, and methodologies (including but not limited to test results, statistical information, and other information generated from or created during the undertaking of the Beta Trial) are and shall remain the sole and exclusive property of ETI. Except for the express license set forth above, nothing in this Agreement shall be construed in any way to grant You any license, right, interest, or expectation whatsoever, express or implied, under any patent, trademark, copyright, trade secret, know-how or technology that ETI may now have or hereafter have or generate relating to the Beta Trial or the Defender Sentinel Security System, this Agreement, other ETI products or ETI affiliates' products or property that may be disclosed hereunder. Nothing in this Agreement shall be construed in any way to create or confer a right, interest, or expectation of You in or to any tangible or intangible property or property right of ETI, or in or to any ETI information which may be disclosed by ETI to You. This paragraph will survive the termination of this Agreement.

You agree that ETI may terminate the Beta Trial and the license set forth above at any time, including without limitation, prior to the commercial release of the Defender Sentinel Security System. In addition, ETI may revise and change the Defender Sentinel Security System at any time during the Beta Trial. The restrictions and limitation in the Rules of Engagement will apply to the Beta Trial and Your use of the Defender Sentinel Security System.

7. Warranty

ETI will repair or replace (at our discretion) your product free of charge (not including shipping costs) for 12-months from the date of purchase, if the product is determined to be defective. A Sales Return Order Number is required from ETI prior to sending your Defender Sentinel Security System back for repair or replacement. Please visit the ETI Policies Page for more information about the process for claiming your warranty.

ETI may request you to return your product at any time during or after the beta trial for testing purposes. If this is requested, ETI will pay for all shipping and handling costs.

8. Remedies of ETI

The parties agree that Your obligations in Section 4, Section 5 and Section 6 of this Agreement are of a unique character and that the material breach of any obligation in such Sections by You will cause ETI irreparable injury. Therefore, ETI shall be entitled to immediate equitable relief to prevent such injury and/or damage. All remedies hereunder, and all remedies provided at law, shall be deemed cumulative and are not exclusive. This paragraph will survive the termination of this Agreement.

10. Termination

If You do not agree to the current or revised terms and conditions of this Agreement, the Terms of Service, the Nondisclosure Agreement, the Privacy Policy, or the Code of Conduct, You should email ETI immediately at beta@etinc.ca to discuss immediate termination of your Beta Trial participation.

11. Disputes

Any Disputes related to the Beta Trial, or this Agreement will be resolved as provided in Dispute Resolution and Arbitration terms in the Terms of Service.

I hereby acknowledge that I have read and understand this Agreement and agree that by clicking “Accept”, participate in the Beta Trial. I am acknowledging my agreement to be bound by the terms and conditions of this Agreement.

All participants will pay a discounted rate of

\$729 USD/\$984 CAD for a 16-camera kit

or

\$365 USD/\$493 CAD for a 8-camera kit.

or

\$317 USD/\$428 CAD for a 6-camera kit.

or

\$238 USD/\$321 CAD for a 4-camera kit.

At the end of our beta trial, you will receive an additional 50% refund!